



**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    JANUARY 12, 2016    1:30 P.M.**

**CONSENT AGENDA**

\*     Approval of minutes – December 22, 2015

\*     Confirmation of committee appointments

Jeff Beaver would be appointed to the Board of Adjustment (Zoning). The term would commence January 12, 2016 and expire January 11, 2018. (Mayor Becky Ames)

Tom Rowe would be appointed as an Alternate on the Board of Adjustment (Zoning). The term would commence January 12, 2016 and expire January 11, 2018. (Mayor Becky Ames)

Lee Smith would be appointed as an Alternate on the Board of Adjustment (Zoning). The term would commence January 12, 2016 and expire January 11, 2018. (Mayor Becky Ames)

Lauren Williams-Mason would be appointed as an Alternate on the Planning and Zoning Commission. The term would commence January 12, 2016 and expire September 30, 2017. (Mayor Becky Ames)

Shahidah Rahman would be appointed to the Community Development Advisory Committee. The term would commence January 12, 2015 and expire September 30, 2017. (Councilmember Audwin M. Samuel)

Christy Amuny – Alternate would be reappointed to the Board of Adjustment (Zoning). The current term would expire March 23, 2017. (Mayor Becky Ames)

Clint Walters – Alternate would be reappointed to the Planning and Zoning Commission. The current term would expire September 30, 2017. (Mayor Becky Ames)

Frank Messina, Jr. – Alternate would be reappointed to the Planning and Zoning Commission. The current term would expire September 30, 2017. (Mayor Becky Ames)

- A) Approve a resolution accepting the Certified Tax Roll Summary for the tax year 2015 (fiscal year 2016)
- B) Approve the purchase of firefighter protective clothing from Casco Industries, Inc., of Houston
- C) Approve the award of a contract for refurbishing and remounting one ambulance body to Frazer, Ltd., of Bellaire
- D) Authorize the City Manager to sign an agreement with Richard James, III, and The Sports Society for American Health to hold the 2016 Gusher Marathon on February 27, 2016
- E) Authorize the City Manager to apply for and receive funding through U. S. Department of Homeland Security, 2016 Emergency Management Performance Grant program
- F) Authorize the settlement of the claim of Duc Duy Au
- G) Authorize the City Manager to sign an amendment to the Collective Bargaining Agreement with the Beaumont Professional Firefighters' Local 399



RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the following appointments be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Jeff Beaver	Board of Adjustment	01/12/2016	01/11/2018
Tom Rowe	Board of Adjustment	01/12/2016	01/11/2018
Lee Smith	Board of Adjustment	01/12/2016	01/11/2018
Lauren-Williams	Planning and Zoning	01/12/2016	09/30/2017
Mason	Commission		
Shahidah Rahman	Community Development Advisory Committee	01/12/2016	09/30/2017

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Christy Amuny	Board of Adjustment	01/12/2016	03/23/2017
Clint Walters	Planning and Zoning	01/12/2016	09/30/2017
	Commission		
Frank Messina, Jr.	Planning and Zoning Commission	01/12/2016	09/30/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of  
January, 2016.

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- Mayor Becky Ames -

# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer 

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution accepting the Certified Tax Roll Summary for the tax year 2015 (fiscal year 2016).

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## **BACKGROUND**

Pursuant to the Texas Property Tax Code, Section 26.09, the Certified Tax Roll Summary must be approved by the City Council. On September 15, 2015, Council approved the tax roll as certified by the Jefferson County Appraisal District with a taxable value of \$6,935,933,700. The final Certified Tax Roll has a taxable value of \$6,933,869,899 or \$2,063,801 less than what was originally certified by the appraisal district. This decrease is due to more exemptions being recognized in the final roll.

## **FUNDING SOURCE**

Not applicable.

## **RECOMMENDATION**

Approval of the resolution.

10/09/2015 04:18 pm  
tc502\_juris\_summary.rep v1.10  
Request Seq.: 2007457

Tax Collection System - JEFFERSON COUNTY  
Certified Roll Jurisdiction Summary  
Processing For Tax Year: 2015 County Code: ALL Tax Unit: ALL

Page 13 of 32

Jurisdiction: 21 CITY OF BEAUMONT

Total Parcels:	64,886	Tax Rate:	0.6900000		
Market Value:	7,776,754,223	State Hom:	0	Opt Hom:	0.0000000
		State O65:	0	Opt O65:	17,500
		Disabled:	17,500	Opt Disabled:	0
AG Exclusion Count:	148	AG Exclusion Amt:	33,649,067		
Timber Exclusion Count:	71	Timber Exclusion Amt:	2,717,692		
HS Capped Count:	385	HS Capped Amt:	3,414,407		
Assessed Value:	7,736,973,057				
Prorated-Exxv Count/Amt:	3,648	542,111,934	Prorated-Exxa Count/Amt:	13	1,877,546
100% Exempt Vet Count/Amt:	219	23,333,128	Pro Charitable Functions Count/Amt:	6	1,156,820
Pro Youth Associations Count/Amt:	12	2,459,530	Low Income Housing Count/Amt:	2	2,990,980
Prorated-Exxl Count/Amt:	3	2,088,960	Pollution Control Count/Amt:	1	143,950
Pro Misc Exempts Count/Amt:	99	2,735,860	Goods In Transit Count/Amt:	1	31,437,470
Pro Schools Count/Amt:	41	17,448,950	Hb366 Count/Amt:	60	16,490
State Homestead Count:	22,800	State Homestead Amt:	0		
Local Homestead Count:	0	Local Homestead Amt:	0		
State Over 65 Count:	0	State Over 65 Amt:	0		
Local Over 65 Count:	8,035	Local Over 65 Amt:	137,992,775		
Surviving Spouse Count:	60	Surviving Spouse Amt:	1,012,190		
Disabled Count:	1,797	Disabled Amt:	30,222,979		
Total VET Count:	611	Total VET Amt:	6,073,596		
*VET Surviving Spouse Count:	21	*VET Surviving Spouse Amt:	196,000		
*included in the Total VET Count/Amt					
Partial Exempt Values:	175,301,540				
Taxable Value:	6,933,869,899				
Total Levy Amt:	47,921,399.00				
Late AG Penalty Count:	3	Late AG Penalty Amt:	60.23		
Late Rendition Penalty Count:	1,870	Late Rendition Penalty Amt:	77,605.97		
Frozen Account Count:	0				
Frozen Homesite Value:	0				
Frozen Taxable Value:	0				
Unfrozen Levy Amt:	0.00				
Frozen Levy Amt:	0.00				
Frozen Levy Loss Amt:	0.00				
Total Non-Exempt Parcel Count:	64,886				

RESOLUTION NO.

WHEREAS, on September 15, 2015, City Council, by Ordinance No. 15-033, approved the tax roll as certified by the Jefferson County Tax Appraisal District with a taxable value of \$6,935,933,700; and,

WHEREAS, it has been determined and the Council so finds that since that time there has been a decrease in the taxable value reflected in the Certified Roll Jurisdiction Summary;

NOW, THEREFORE, BE IT RESOLVED BY THE  
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

That the City Council, pursuant to the Texas Property Tax Code, Section 26.09, hereby approves the final Certified Roll Jurisdiction Summary of the appraisal roll for the tax year 2015 (FY 2016) with a taxable value of \$6,933,869,899, which shall constitute the City's tax roll.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -




# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer 

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution approving the purchase of firefighter protective clothing from Casco Industries, Inc., of Houston in the estimated amount of \$150,750.

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## **BACKGROUND**

The Fire Department has tested several brands of fire protective clothing over the past several years. They have determined that the line from Globe Manufacturing Co., offers ease of movement, excellent protection for fire fighters, and best value to the City. The clothing is made of fire retardant materials to provide protection from burns and exposure to hazardous chemicals during firefighting operations, and provides protection from blood-borne pathogens. The Globe clothing tested has proven superior in performance to that of other manufacturers.

Casco Industries, Inc., of Houston is the exclusive and sole source vendor for Globe Manufacturing in Texas and surrounding states.

## **FUNDING SOURCE**

General Fund.

## **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to Casco Industries, Inc., of Houston, Texas, the sole local source for Globe Manufacturing Co. equipment, for the purchase of an estimated quantity of 67 sets of fire protective clothing for firefighters at \$2,250 per set for an estimated total cost of \$150,750; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a Contract with Casco Industries, Inc., of Houston, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -

# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer 

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution approving the award of a contract for refurbishing and remounting one (1) ambulance body to Frazer, Ltd., of Bellaire, Texas in the estimated amount of \$64,925.

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## BACKGROUND

Beaumont EMS operates ambulances consisting of an ambulance box module on heavy-duty pickup chassis. The box modules, when periodically refurbished, have a longer service life than the chassis on which they are mounted. New modules cost approximately \$150,000 each. It is therefore cost effective to refurbish and upgrade the existing modules to the standard of the new module than to replace them. Replacement chassis and refurbishment and remounts are requested in the City's budget process. The Fleet Superintendent evaluated the request and recommended this work due to the age and service damage of the existing module.

Pricing for this contract is obtained through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program. H-GAC is a cooperative purchasing association providing cities and political subdivisions with the means to purchase specialized equipment at volume pricing. H-GAC complies with the State of Texas procurement statutes. The price includes the H-GAC administrative Fee of \$600.

Warranty and service is provided by Frazer Ltd., for the lifetime of the ambulance box module while in possession of the original owner.

## FUNDING SOURCE

Capital Reserve Fund.

## RECOMMENDATION

Approval of resolution.

Purchase of Ambulance Body

January 12, 2016

Page 2

Frazer Tyle 1 – 12' Generator Powered Module (X-606/E-892) current medic #7160 2016 Ford F-350 6.7L diesel chassis customer provided.

Heat Shielding for diesel chassis	\$1,500
Remount of Module	\$15,000
Chassis Exterior Upgrades	\$800
Chassis Interior Upgrades	\$2,950
Module Exterior Upgrades	\$27,525
Module Interior Upgrades	\$16,550
HGAC fee	\$600
<b>TOTAL</b>	<b>\$64,925</b>



RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract for outfitting, refurbishing and remounting one (1) ambulance box module to a new chassis to Frazier, Ltd., of Bellaire, Texas, in the amount of \$64,925 through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -

# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer 

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution approving an agreement with Richard James, III, and The Sports Society for American Health to hold the 2016 Gusher Marathon on February 27, 2016.

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## BACKGROUND

In recent years it has become very popular for organizations to hold fun runs, 5K runs, color runs and marathons for fundraisers or to promote health and wellness in the city. The Sports Society for American Health held its first Gusher Marathon in May of 2010 and has held one annually in March since that time. This has become a highly attended event that brings participants in from around the region.

The marathon, like many others, is not a City-sponsored event and as such any costs incurred for police traffic control, street cleanup, street barricading, etc., performed by employees of the City of Beaumont on overtime are billed to the organization hosting the event. The route for the marathon and the number of participants requires extensive traffic control and has resulted in approximately \$40,000 in costs annually. Since the first marathon, payment of this amount has been challenging for The Sports Society for American Health. As a result, the City requires a deposit of 50% of the estimated costs. The attached agreement allows for the balance to be paid in full by April 12, 2016 or for special payment arrangements with final payment due on or before July 12, 2016.

City Staff has met with Mr. James and in an effort to make the marathon cost effective for him, has determined it is best for the City's Emergency Management team to manage the event which includes providing and setting up all of the required barricading and message boards as well as manning the intersections and picking up the barricades. With these additional services provided by the City, the estimate for the 2016 Gusher Marathon is \$42,148 with a down payment required of \$21,074 on or before February 12, 2016.

An agreement is attached for your review.

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Gusher Marathon 2016

January 12, 2016

**FUNDING SOURCE**

None.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF BEAUMONT:

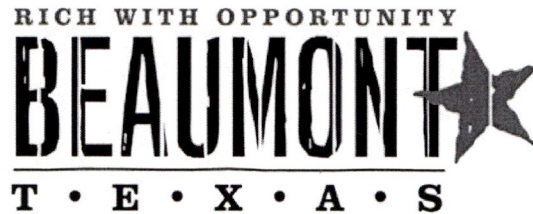
THAT the City Manager be and he is hereby authorized to execute an Agreement between the City of Beaumont and Richard James III and The Sports Society for American Health, substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes, to hold the 2016 Gusher Marathon on February 27, 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -





January 12, 2016

Richard James III  
The Sports Society for American Health  
P.O. Box 608  
Beaumont, TX 77704

Dear Mr. James:

This correspondence comes as a proposed letter agreement regarding your Marathon scheduled for February 27, 2016. Your signature at the end of this letter agreeing to terms set forth below and your fulfillment of said terms in accordance with the dates stated will result in the issuance of a permit for the Marathon. Please understand that because the safety of the motoring and pedestrian public is of paramount concern, the City of Beaumont reserves the right to revoke any permit issued up to and including the day of the race and during the race.

Secondarily, management of the City of Beaumont, while it welcomes your efforts, has determined that it is unable to absorb any of the costs or expenses associated with this undertaking. The estimated amount for this year's marathon is \$42,148. You must make payment in the amount of \$21,074 on or before Friday, February 12, 2016 in order for a permit to be issued for the 2016 Gusher Marathon.

The point of contact for the Marathon will be Lieutenant Tim Ocnaschek, Emergency Management Coordinator. Please provide the required documents listed below to Lieutenant Ocnaschek and he will send them to the proper City departments.

1. You must provide the traffic control plan prepared by a Professional Engineer to TXDOT and Tim Ocnaschek immediately for their approval.
2. You must provide the final approval from TXDOT for closure of the roadways and exits they control. Failure to provide the final approval may impact your ability to hold the event.
3. The City will coordinate barricades and cones with support of Gusher Marathon Event Management.
4. You must provide a copy of a contract for emergency medical services.
5. You must provide a copy of a contract for portable restrooms.

6. You must provide a policy of liability insurance for the event showing the City of Beaumont as an additional insured. The policy should be a special event policy with coverages of \$500,000 per occurrence, \$1,000,000 in the aggregate.
7. You must provide either a plan using other resources or a contract to provide adequate transportation to gather participants when the route closes.
8. You must present proof that any business owners affected by areas barricaded during the event have been notified and agree to limiting access to their establishment.
9. You are responsible for trash cleanup after the marathon is completed. You will be billed for the use of the City's sweepers if they are required to complete the cleanup.
10. Satisfaction of all other applicable terms and conditions of Article 20.06 of the Code of Ordinances, not specifically listed herein.
11. A reconciliation of all expenses will be completed within ten days after the event for purposes of determining if there is a final balance due or if the City owes you, in the case that the actual expenditures are less than the estimate. If a final balance is owed to the City, the balance must be paid in full by April 12, 2016. If the balance is not paid in full, or special payment arrangements made by April 12, 2016, the City may withhold a permit for any future marathons. Payments shall be made by cashiers check.
12. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BEAUMONT, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES AGAINST ANY CLAIMS, LOSSES OR LAWSUITS, IRRESPECTIVE OF FAULT, INCLUDING THE PAYMENT OF ATTORNEYS FEES AND COSTS INCURRED BY THE CITY, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES ARISING OUT OF THE EVENT.
13. You understand and agree that the review and approval of any documents, plans or other instruments by any agency, entity, or person over whom the City of Beaumont has no authority or control may impact your ability to hold the event and that, IN SUCH EVENT, THE CITY OF BEAUMONT, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY COSTS, EXPENSES OR DAMAGES YOU MAY INCUR AS A RESULT THEREOF.
14. You understand and agree that THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. No other agreement, understanding, alteration, variation or other oral or written expression or representation, whether made before or after the marathon, shall be binding on the parties hereto unless and until such matter is reduced to writing and executed by the parties hereto. Additionally, you understand and agree that the failure of the City of Beaumont to insist upon the performance of any one or more of the terms or conditions of this letter agreement shall not be considered a waiver or relinquishment of the right of the City of Beaumont to insist on the future performance of said term or condition and that your obligation of future performance shall continue in full force and effect.

Due to the nearness in time of the event, TIME IS OF THE ESSENCE and all required documents should be submitted no later than **January 27, 2016**. Thank you for



your prompt attention to this matter. Please sign in the designated space below and return a signed original to the address below or you may return it electronically to [tochnaschek@beaumonttexas.gov](mailto:tochnaschek@beaumonttexas.gov) on or before January 27, 2016.

Sincerely,

Kyle Hayes  
City Manager

I have read the foregoing letter agreement and do hereby affix my signature to this document agreeing to the terms and conditions set forth above herein.

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Richard James III  
The Sports Society for American Health

# BEAUMONT

— TEXAS —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer *LC*

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the City Manager to apply for and receive funding through U. S. Department of Homeland Security, 2016 Emergency Management Performance Grant (EMPG) program.

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## BACKGROUND

The Department of Homeland Security EMPG funding is provided to assist state and local governments in enhancing and sustaining all-hazards emergency management capabilities. It directly supports developing and carrying out emergency management programs. This includes mitigating costs of compliance with National Incident Management System, Incident Command System, planning, and training mandates, as well as reducing the personnel costs to manage the program. The federal funding guidelines are envisioned to offset up to half the anticipated operating expenses which are currently funded through the city's budget. The City was awarded \$47,393.20 from this funding source in fiscal year 2015.

## FUNDING SOURCE

Not applicable.

## RECOMMENDATION

Approval of resolution.



RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to apply for and receive funding for the City of Beaumont through the U.S. Department of Homeland Security, 2016 Emergency Management Performance Grant (EMPG) in an amount not to exceed \$162,584.21 to assist in developing and carrying out various emergency management programs.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -

# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Tyrone E. Cooper, City Attorney

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the settlement of the claim of Duc Duy Au.

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## **BACKGROUND**

This matter was presented and discussed in Executive Session held on December 22, 2015. The City Attorney is requesting authority to settle this claim in the amount of \$30,075.00.

## **FUNDING SOURCE**

General Liability Fund.

## **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

WHEREAS, the claim of Duc Duy Au has been discussed in an Executive Session properly called and held Tuesday, December 22, 2015; and,

WHEREAS, the City Attorney is requesting authority to settle this claim;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Attorney be and he is hereby authorized to settle the claim of Duc Duy Au in the amount of Thirty Thousand Seventy-Five and 00/100 Dollars (\$30,075.00); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the claim.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -



**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Chris Jarmon, Executive Assistant to the City Manager

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the city manager to sign an amendment to the Collective Bargaining Agreement with the Beaumont Professional Firefighters' Local 399.

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**BACKGROUND**

On September 29, 2015, the Beaumont City Council passed resolution 15-205 approving a new labor agreement with Beaumont Professional Firefighters' Local 399.

The proposed amendment would alter the labor agreement by amending Article XVIII – Educational Differential Pay. The amendment would allow up to seven (7) firefighters to receive educational reimbursement for college courses related to a number of preapproved degree plans.

This amendment would not take effect until approved by the membership of Local 399.

**FUNDING SOURCE**

Not applicable.

**RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an amendment to Article VXIII Educational Differential Pay of the Collective Bargaining Agreement with the Beaumont Professional Firefighters' Local 399. The amendment as proposed is attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -



ARTICLE XVIII.  
EDUCATIONAL DIFFERENTIAL PAY

Section 1. Any full-time employee of the Fire Department approved by the City Manager to enroll in a course will be reimbursed by the EMPLOYER for 90% of all books, and fee costs related to the approved course upon proof of having completed the course with a grade of "C" or better.

Section 2. The course work must be from an accredited college or university and must relate to one or more of the following: the applicant's present position for the purpose of:

1. Improving skills or knowledge required in the employee's present position.
2. Preparing the employee for significant technological changes occurring in his career field.
3. Preparing the employee for assumption of new and different duties.
4. Be a requirement for obtaining a degree primarily related to Fire Science, Emergency Medicine, Emergency Management, or Public Administration. Courses may include core courses, electives, and other classes required under these degree plans.

Section 3. Upon completion of course work for which the employee has received reimbursement from the EMPLOYER for books and fee costs, the employee must remain in the service of the EMPLOYER for one (1) year; otherwise all sums paid by the EMPLOYER must be reimbursed by the employee to the City.

Section 4: No more than seven (7) firefighters will receive educational differential pay at one time or in one semester.

[This article expires September 30, 2017]



**REGULAR MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS      JANUARY 12, 2016      1:30 P.M.**

**AGENDA**

**CALL TO ORDER**

- \* Invocation                      Pledge                      Roll Call
- \* Presentations and Recognition
- \* Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
- \* Consent Agenda

**GENERAL BUSINESS**

1. Consider an ordinance providing for the renumbering of Chapter 6, Article 6.06 of the Code of Ordinances Pawn Shops and Pawn Brokers to Article 6.11 and adopting a new Article 6.06 of the Code of Ordinances to provide for Transportation Network Companies
2. Consider a resolution authorizing the award of a bid to LD Construction of Beaumont for the Eleventh Street Asphalt Resurfacing Project from Laurel Avenue to College Street
3. Consider a resolution approving the award of a contract to Gulf Coast L & L and Garden of Gethsemane Nursery & Landscaping for grounds maintenance and litter removal at various City parks and street triangles

**WORK SESSION**

- \* Review and discuss the possibility of constructing a boardwalk at Cattail Marsh

**COMMENTS**

- \* Councilmembers/City Manager comment on various matters
- \* Public Comment (Persons are limited to 3 minutes)

## **EXECUTIVE SESSION**

- \* Discuss and deliberate economic development negotiations regarding a business entity proposing a hotel and water park development at Ford Park as authorized by Section 551.087 of the Government Code
- \* Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

United States of America vs. City of Beaumont, Texas; Civil Action No.  
1:15CV201

- \* Consider matters related to the deliberation of the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

Beaumont Public Library  
801 Pearl Street  
Beaumont, Texas

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

**January 12, 2016**

Consider an ordinance providing for the renumbering of Chapter 6, Article 6.06 of the Code of Ordinances Pawn Shops and Pawn Brokers to Article 6.11 and adopting a new Article 6.06 of the Code of Ordinances to provide for Transportation Network Companies

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Tyrone E. Cooper, City Attorney

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council to consider an ordinance providing for the renumbering of Chapter 6, Article 6.06 of the Code of Ordinances Pawn Shops and Pawn Brokers to Article 6.11 and adopting a new Article 6.06 of the Code of Ordinances to provide for Transportation Network Companies.

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#### **BACKGROUND**

At the City Council meeting on December 8, 2015, staff conducted a work session where the prospect of an ordinance allowing for transportation network companies in the City of Beaumont was discussed. A draft ordinance was provided for Council's information. Since that time some changes have been made to the previously presented drafts. The most significant changes are additional definitions and clarification of the insurance requirements at Section 6.06.019. These changes were made to conform to the new requirements for a TNC and TNC Drivers as adopted in the last session of the legislature, which became effective on January 1, 2016. The other changes are nonsubstantive in nature.

#### **FUNDING SOURCE**

Nonapplicable.

#### **RECOMMENDATION**

Approval of the ordinance.



ORDINANCE NO.

ENTITLED AN ORDINANCE RENUMBERING CHAPTER 6, ARTICLE 6.06 PAWNSHOPS AND PAWNBROKERS TO ARTICLE 6.11 PAWNSHOPS AND PAWNBROKERS; ADOPTING A NEW ARTICLE 6.06 TRANSPORTATION NETWORK COMPANIES OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS TO MAKE CHANGES AND ADDITONS RELATING TO TRANSPORTATION NETWORK COMPANIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 6, Article 6.06 Pawnshops and Pawnbrokers of the Code of Ordinances of the City of Beaumont, be and the same is hereby renumbered Article 6.11 Pawnshops and Pawnbrokers.

Section 2.

THAT Chapter 6, Article 6.06 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by adopting a new Article 6.06 to read as follows:

**ARTICLE 6.06 TRANSPORTATION NETWORK COMPANIES**

**Division 1. Generally**

**Sec. 6.06.001 Definitions**

In this article:

*Digital network* means any online-enabled application, software, website, or system offered or used by a transportation network company that enables a prearranged ride with a transportation network company driver.

*Operating permit* means the permission granted by the city to operate a TNC inside the city for a period of one year, renewable under the provisions of this chapter. The permit term shall automatically renew for additional terms of one (1) year upon payment of fees, unless a party sends written notice of termination to the other party at least thirty (30) days prior to the end of the then current term.

*Prearranged ride* means transportation provided by a transportation network company driver to a transportation network company rider or passenger, beginning at

the time a driver accepts a ride requested by a rider or passenger through a digital network controlled by a transportation network company and ending at the time the last requesting rider departs from the driver's personal vehicle. The term does not include:

- (1) a shared expense carpool or vanpool arrangement or service; or
- (2) transportation provided using a taxicab, limousine, or similar for-hire vehicle.

*Transportation Network Company (TNC)* means an organization whether a corporation, partnership, sole proprietor, or other entity, that provides on-demand transportation services for compensation using an online-enabled application (app), digital network or platform to connect passengers with drivers. The term does not include an entity arranging nonemergency medical transportation under a contract with the state or a managed care organization for individuals qualifying for Medicaid or Medicare.

*Transportation Network Company (TNC) Driver* shall mean an individual who operates a motor vehicle that is:

- (1) Owned, leased or otherwise authorized for use by the individual;
- (2) Not a taxicab; and
- (3) Used to provide Transportation Network Company services.

*Transportation Network Company (TNC) Rider/Passenger* means an individual who uses a transportation network company's digital network to connect with a transportation network company driver who provides a prearranged ride to the individual in the driver's personal vehicle between points chosen by the individual.

*Transportation Network Company (TNC) Services* shall mean transportation of a passenger between points chosen by the passenger and prearranged with a TNC driver through the use of a TNC digital network or software application. TNC services shall begin when a TNC driver accepts a request for transportation received through the TNC's digital network or software application, continues while the TNC driver transports the passenger in the TNC driver's vehicle, and ends when the passenger exits the TNC driver's vehicle. TNC service is not a taxicab or street hail service.

#### **Sec. 6.06.002 Fare charged for services**

- (a) A TNC or TNC driver may charge a fare for the services provided to passengers; provided that, if a fare is charged, the TNC shall disclose to passengers the fare calculation method on its website or within the software application service. The TNC shall also provide passengers with the option to receive an estimated fare before the passenger enters the TNC driver's vehicle.
- (b) If a TNC utilizes dynamic pricing through its software application to incentivize drivers in an effort to maximize the supply of available vehicles on the network to match the demand for rides and increase reliability, the software application must:
  - (1) Provide clear and visible indication that dynamic pricing is in effect prior to requesting a ride;



- (2) Include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed;
- (3) Provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride; and

**Sec. 6.06.003 Agent required**

The TNC must maintain an agent for service of process in the State of Texas.

**Sec. 6.06.004 Identification of TNC vehicles and drivers**

Before a TNC ride is accepted, the TNC's software application or website shall display the driver's first name, an accurate picture of the TNC driver, a picture or description of the vehicle, and the license plate number of the motor vehicle utilized for providing the TNC service.

**Sec. 6.06.005 Electronic receipt required**

Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the passenger that lists:

- (1) The origin and destination of the trip;
- (2) The total time and distance of the trip; and
- (3) An itemization of the total fare paid, if any.

**Sec. 6.06.006 Zero tolerance for alcohol or drug use**

- (a) The TNC shall implement a zero tolerance policy on the use of drugs or alcohol while a TNC driver is providing TNC services or is logged into the TNC's digital network but is not providing TNC services, and shall provide notice of this policy on its website, as well as procedures to report a complaint about a driver with whom a passenger was matched and whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip.
- (b) Upon receipt of such passenger complaint alleging a violation of the zero tolerance policy, the TNC shall immediately suspend such TNC driver's access to the TNC's digital platform, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.
- (c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two years from the date that a passenger complaint is received by the TNC.

**Sec. 6.06.007 No street hails**

A TNC driver shall exclusively accept rides booked through a TNC's digital network or software application service and shall not solicit or accept street hails.

#### **Sec. 6.06.008 No cash rides**

The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments from passengers and notify TNC drivers of such policy. TNC drivers shall not solicit or accept cash payments from passengers. Any payment for TNC services shall be made only electronically using the TNC's digital network or software application.

#### **Sec. 6.06.009 No discrimination; accessibility**

- (a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity with respect to passengers and potential passengers and notify TNC drivers of such policy.
- (b) TNC drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.
- (c) TNC drivers shall comply with all applicable laws relating to accommodation of service animals.
- (d) A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.
- (e) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

#### **Sec. 6.06.010 Records required**

- (a) A TNC shall maintain:
  - (1) Individual trip records which must include driver and passenger identity information for at least one year from the date each trip was provided; and
  - (2) TNC driver records at least until the one year anniversary of the date on which a TNC driver's activation on the TNC digital network has ended.
- (b) Within seven (7) business days of the receipt of a duly issued subpoena, court order or warrant relating to investigation of a criminal matter, or within a longer period of time if agreed to by the parties, the TNC shall furnish the requested records to the chief of police. For any non-criminal investigations conducted by the chief of police in his administrative capacity, a TNC will conduct an internal investigation and shall within ten (10) business days or within a longer period of time if agreed to by the parties furnish records in response to a written request related to the underlying complaint, in accordance with its publicly posted privacy policies.
- (c) Any record or information made available by a TNC to the City pursuant to this ordinance may be confidential and proprietary. If the City is required to disclose such confidential information under court order or other applicable law, the City shall



promptly notify the TNC of such requirement, prior to disclosure in accordance with the Texas Public Information Act or other applicable law.

#### **Sec. 6.06.011 Personal identity information**

A TNC shall not disclose a passenger's personal identity information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a TNC shall be permitted to share a passenger's name and/or anonymized telephone number with the TNC driver providing TNC services to such passenger in order to facilitate correct identification of the passenger by the TNC driver, or to facilitate communication between the passenger and the TNC driver.

### **Division 2. Operating Permit**

#### **Sec. 6.06.012 Required**

No TNC shall operate upon the city streets without having first obtained an operating permit from the City of Beaumont.

#### **Sec. 6.06.013 Application**

An application for an operating permit required under this division shall be filed with the Chief of Police upon forms provided by the city. The application shall contain the following information:

- (1) The name and business address of the TNC applicant;
- (2) If a business entity, certified copies of the TNC applicant's organizational documents, e.g., certificate of organization, articles of incorporation or similar documents as applicable, together with evidence of authorization from the Texas Secretary of State to conduct business in the state of Texas, and current franchise tax account status with the Texas Comptroller;
- (3) The experience or capabilities possessed by the TNC applicant with regard to using its digital network to connect TNC riders to TNC drivers for prearranged rides; and
- (4) Any relevant information the TNC applicant believes tend to prove that public convenience and necessity require the granting of an operating permit.

#### **Sec. 6.06.014 Fees**

No operating permit required under this division shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$100.00. The fees shall be paid to the city to compensate the city for its superintendence of the TNC business operated under this article and for the use of the city streets, alleys and public ways.

### **Sec. 6.06.015 Issuance of Operating Permit**

If the Chief of Police determines that the applicant is fit, willing and able to provide the public transportation and to conform to this article, he shall issue an operating permit stating the name and address of the applicant; otherwise, the application shall be denied.

### **Sec. 6.06.016 Suspension and revocation**

- (a) Upon the filing of a written complaint alleging a violation of any of the provisions of this article by a TNC driver or a TNC filed by any person with the chief of police, or upon the person's motion, the chief of police, after five days' notice of the grounds of such complaint to the TNC driver or owner or operators of the TNC against whom complaint is made, shall conduct an investigation and, where appropriate, hear evidence with reference to such complaint, and after such hearing, the chief of police may revoke or suspend the operating permit of such holder or require the TNC to revoke said TNC driver's access to its digital network or platform with good cause shown.
- (b) Due cause for the suspension or revocation of an operating permit will include, but not be limited to, the following:
  - (1) Failure of the operating permit holder to maintain any and all of the general qualifications applicable to the initial issuance of the permit as set forth in this title;
  - (2) Obtaining an operating permit by providing false information;
  - (3) Violating any ordinance of the city, the laws of the United States or of the state, the violation of which adversely affects the ability of holder to operate as a Transportation Network Company (TNC); or
  - (4) Violating any part of this article.
- (c) The holder shall have the right to appeal the suspension or revocation to the city council within ten business days of the notice of suspension or revocation. Such appeal will be submitted by delivering said notice of appeal to the city clerk setting forth the specific grounds for the appeal. The city council shall either hear the appeal or appoint a hearing officer to preside over the appeal hearing. Upon receiving such notice of appeal, the city council or hearing officer, as soon as practical thereafter, shall conduct a hearing at which the appealing party will be given an opportunity to present evidence and make argument on the holder's behalf. It shall be the burden of the appellant to establish that the decision of the chief of police is incorrect. The chief of police shall be entitled to present any information or evidence which would support the chief's decision. The formal rules of evidence do not apply to an appeal hearing under this section. The city council or hearing officer shall make its ruling on the basis of a preponderance of the evidence at the hearing.



- (d) The city council or hearing officer shall assess the evidence presented at the hearing and shall affirm, modify or reverse the decision of the chief of police. The decision of the city council or hearing officer is final.
- (e) If no appeal is taken from the ruling of the chief of police in the time and manner as provided in this title, the ruling of the chief of police shall be final.
- (f) Any person who continues to operate a TNC under a permit that has been suspended or revoked for any reason while the suspension or revocation is in effect shall be considered guilty of a misdemeanor and upon conviction thereof, shall be assessed a penalty accordingly. Every day's violation shall be considered to be a separate offense.

### **Division 3. Driver and Vehicle Requirements**

#### **Sec. 6.06.017 Driver background check required**

- (a) Prior to permitting an individual to act as a TNC driver on its digital platform, the TNC shall:
  - (1) Require the individual to submit an application to the TNC which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC;
  - (2) Conduct, or have a third party conduct, a local and national criminal background check for each TNC driver that shall include:
    - a. Multi-state/Multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation (primary source search); and
    - b. National Sex Offender Registry database; and
  - (3) Obtain and review a driving history research report for such individual.
- (b) The TNC shall not permit an individual to act as a TNC driver on its digital platform who:
  - (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
  - (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or class B misdemeanor or higher theft, acts of violence, or acts of terror;
  - (3) Is a match in the National Sex Offender Registry database;
  - (4) Does not possess a valid driver's license;

- (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC services;
  - (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC services; or
  - (7) Is not at least 19 years of age.
- (c) Notification. In the event that a TNC becomes aware of a driver being involved in criminal conduct or driving violations or otherwise becomes ineligible to operate as a driver by virtue of no longer meeting the criteria listed above, the TNC shall immediately revoke the driver's ability to access the platform's application.

#### **Sec. 6.06.018 Vehicle safety and emissions**

The TNC shall require that any motor vehicle(s) that a TNC driver will use to provide TNC services meets the requirements set forth in V.T.C.A., Transportation Code, Ch. 547 for vehicle safety equipment and inspection.

### **Division 4. TNC and TNC Driver Insurance Requirements**

#### **Sec. 6.06.019 Insurance requirements**

- (a) The following automobile liability insurance requirements shall apply during the time that a TNC driver has logged into a TNC's digital network and is available to receive requests for transportation but not providing TNC services:
- (1) Automobile liability insurance that meets at least the minimum coverage requirements per section 601.072 (a-1) of the Texas Motor Vehicle Safety Responsibility Act.
  - (2) Automobile liability insurance in the amounts required in paragraph (1) of subsection (a) shall be maintained by a TNC and provide coverage in the event a participating driver's insurance policy under subsection (a)(1) excludes coverage according to its policy terms or does not provide coverage of at least the limits required in paragraph (1) of subsection (a).
- (b) The following automobile liability insurance requirements shall apply while a TNC driver is providing TNC services:
- (1) Provides primary automobile liability insurance that recognizes the TNC driver's provision of TNC services;
  - (2) Provides primary automobile liability insurance coverage of at least \$1,000,000.00 for death, personal injury and property damage;
  - (3) The coverage requirements of this subsection (b) may be satisfied by any of the following:
    - a. Automobile liability insurance maintained by the TNC driver; or
    - b. Automobile liability insurance maintained by the TNC; or
    - c. Any combination of subparagraphs (a) and (b).



- (c) In every instance where insurance maintained by a TNC driver to fulfill the insurance requirements of this section has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by a TNC shall provide the coverage required by this section beginning with the first dollar of a claim.
- (d) Insurance required by this section may be satisfied by an insurer authorized to do business in the state or with a surplus lines insurer eligible under V.T.C.A., Insurance Code, Ch. 981.

**Sec. 6.06.020 Disclosure requirements**

A TNC shall disclose in writing to TNC drivers, as part of its agreement with those drivers, the insurance coverage and limits of liability that the TNC provides while the driver uses a personal vehicle in connection with a TNC's online-enabled digital network. A TNC shall also disclose in writing to participating drivers, as part of its agreement with those drivers, that the driver's own automobile insurance policy might not provide coverage while the TNC driver uses a vehicle in connection with a TNC's digital network depending on its terms.

Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 4.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 5.

That any person who violates any provision of this ordinance shall, upon conviction, be punished, as provided in Section 1.01.009 of the Code or Ordinance of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of  
January, 2016.

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- Mayor Becky Ames -

ORDINANCE NO.

ENTITLED AN ORDINANCE RENUMBERING CHAPTER 6, ARTICLE 6.06 PAWNSHOPS AND PAWNBROKERS TO ARTICLE 6.11 PAWNSHOPS AND PAWNBROKERS; ADOPTING A NEW ARTICLE 6.06 TRANSPORTATION NETWORK COMPANIES OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS TO MAKE CHANGES AND ADDITONS RELATING TO TRANSPORTATION NETWORK COMPANIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

THAT Chapter 6, Article 6.06 Pawnshops and Pawnbrokers of the Code of Ordinances of the City of Beaumont, be and the same is hereby renumbered Article 6.11 Pawnshops and Pawnbrokers.

Section 2.

THAT Chapter 6, Article 6.06 of the Code of Ordinances of the City of Beaumont, be and the same is hereby amended by adopting a new Article 6.06 to read as follows:

**ARTICLE 6.06 TRANSPORTATION NETWORK COMPANIES**

**Division 1. Generally**

**Sec. 6.06.001 Definitions**

In this article:

*Digital network* means any online-enabled application, software, website, or system offered or used by a transportation network company that enables a prearranged ride with a transportation network company driver.

*Operating permit* means the permission granted by the city to operate a TNC inside the city for a period of one year, renewable under the provisions of this chapter. The permit term shall automatically renew for additional terms of one (1) year upon payment of fees, unless a party sends written notice of termination to the other party at least thirty (30) days prior to the end of the then current term.

*Prearranged ride* means transportation provided by a transportation network company driver to a transportation network company rider or passenger, beginning at



the time a driver accepts a ride requested by a rider or passenger through a digital network controlled by a transportation network company and ending at the time the last requesting rider departs from the driver's personal vehicle. The term does not include:

- (1) a shared expense carpool or vanpool arrangement or service; or
- (2) transportation provided using a taxicab, limousine, or similar for-hire vehicle.

*Transportation Network Company (TNC)* means an organization whether a corporation, partnership, sole proprietor, or other entity, that provides on-demand transportation services for compensation using an online-enabled application (app), digital network or platform to connect passengers with drivers. The term does not include an entity arranging nonemergency medical transportation under a contract with the state or a managed care organization for individuals qualifying for Medicaid or Medicare.

*Transportation Network Company (TNC) Driver* shall mean an individual who operates a motor vehicle that is:

- (1) Owned, leased or otherwise authorized for use by the individual;
- (2) Not a taxicab; and
- (3) Used to provide Transportation Network Company services.

*Transportation Network Company (TNC) Rider/Passenger* means an individual who uses a transportation network company's digital network to connect with a transportation network company driver who provides a prearranged ride to the individual in the driver's personal vehicle between points chosen by the individual.

*Transportation Network Company (TNC) Services* shall mean transportation of a passenger between points chosen by the passenger and prearranged with a TNC driver through the use of a TNC digital network or software application. TNC services shall begin when a TNC driver accepts a request for transportation received through the TNC's digital network or software application, continues while the TNC driver transports the passenger in the TNC driver's vehicle, and ends when the passenger exits the TNC driver's vehicle. TNC service is not a taxicab or street hail service.

#### **Sec. 6.06.002 Fare charged for services**

- (a) A TNC or TNC driver may charge a fare for the services provided to passengers; provided that, if a fare is charged, the TNC shall disclose to passengers the fare calculation method on its website or within the software application service. The TNC shall also provide passengers with the option to receive an estimated fare before the passenger enters the TNC driver's vehicle.
- (b) If a TNC utilizes dynamic pricing through its software application to incentivize drivers in an effort to maximize the supply of available vehicles on the network to match the demand for rides and increase reliability, the software application must:
  - (1) Provide clear and visible indication that dynamic pricing is in effect prior to requesting a ride;



- (2) Include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed;
- (3) Provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride; and

**Sec. 6.06.003 Agent required**

The TNC must maintain an agent for service of process in the State of Texas.

**Sec. 6.06.004 Identification of TNC vehicles and drivers**

Before a TNC ride is accepted, the TNC's software application or website shall display the driver's first name, an accurate picture of the TNC driver, a picture or description of the vehicle, and the license plate number of the motor vehicle utilized for providing the TNC service.

**Sec. 6.06.005 Electronic receipt required**

Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the passenger that lists:

- (1) The origin and destination of the trip;
- (2) The total time and distance of the trip; and
- (3) An itemization of the total fare paid, if any.

**Sec. 6.06.006 Zero tolerance for alcohol or drug use**

- (a) The TNC shall implement a zero tolerance policy on the use of drugs or alcohol while a TNC driver is providing TNC services or is logged into the TNC's digital network but is not providing TNC services, and shall provide notice of this policy on its website, as well as procedures to report a complaint about a driver with whom a passenger was matched and whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip.
- (b) Upon receipt of such passenger complaint alleging a violation of the zero tolerance policy, the TNC shall immediately suspend such TNC driver's access to the TNC's digital platform, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.
- (c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two years from the date that a passenger complaint is received by the TNC.

**Sec. 6.06.007 No street hails**

A TNC driver shall exclusively accept rides booked through a TNC's digital network or software application service and shall not solicit or accept street hails.

#### **Sec. 6.06.008 No cash rides**

The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments from passengers and notify TNC drivers of such policy. TNC drivers shall not solicit or accept cash payments from passengers. Any payment for TNC services shall be made only electronically using the TNC's digital network or software application.

#### **Sec. 6.06.009 No discrimination; accessibility**

- (a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity with respect to passengers and potential passengers and notify TNC drivers of such policy.
- (b) TNC drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.
- (c) TNC drivers shall comply with all applicable laws relating to accommodation of service animals.
- (d) A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.
- (e) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

#### **Sec. 6.06.010 Records required**

- (a) A TNC shall maintain:
  - (1) Individual trip records which must include driver and passenger identity information for at least one year from the date each trip was provided; and
  - (2) TNC driver records at least until the one year anniversary of the date on which a TNC driver's activation on the TNC digital network has ended.
- (b) Within seven (7) business days of the receipt of a duly issued subpoena, court order or warrant relating to investigation of a criminal matter, or within a longer period of time if agreed to by the parties, the TNC shall furnish the requested records to the chief of police. For any non-criminal investigations conducted by the chief of police in his administrative capacity, a TNC will conduct an internal investigation and shall within ten (10) business days or within a longer period of time if agreed to by the parties furnish records in response to a written request related to the underlying complaint, in accordance with its publicly posted privacy policies.
- (c) Any record or information made available by a TNC to the City pursuant to this ordinance may be confidential and proprietary. If the City is required to disclose such confidential information under court order or other applicable law, the City shall



promptly notify the TNC of such requirement, prior to disclosure in accordance with the Texas Public Information Act or other applicable law.

#### **Sec. 6.06.011 Personal identity information**

A TNC shall not disclose a passenger's personal identity information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a TNC shall be permitted to share a passenger's name and/or anonymized telephone number with the TNC driver providing TNC services to such passenger in order to facilitate correct identification of the passenger by the TNC driver, or to facilitate communication between the passenger and the TNC driver.

### **Division 2. Operating Permit**

#### **Sec. 6.06.012 Required**

No TNC shall operate upon the city streets without having first obtained an operating permit from the City of Beaumont.

#### **Sec. 6.06.013 Application**

An application for an operating permit required under this division shall be filed with the Chief of Police upon forms provided by the city. The application shall contain the following information:

- (1) The name and business address of the TNC applicant;
- (2) If a business entity, certified copies of the TNC applicant's organizational documents, e.g., certificate of organization, articles of incorporation or similar documents as applicable, together with evidence of authorization from the Texas Secretary of State to conduct business in the state of Texas, and current franchise tax account status with the Texas Comptroller;
- (3) The experience or capabilities possessed by the TNC applicant with regard to using its digital network to connect TNC riders to TNC drivers for prearranged rides; and
- (4) Any relevant information the TNC applicant believes tend to prove that public convenience and necessity require the granting of an operating permit.

#### **Sec. 6.06.014 Fees**

No operating permit required under this division shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$100.00. The fees shall be paid to the city to compensate the city for its superintendence of the TNC business operated under this article and for the use of the city streets, alleys and public ways.

### **Sec. 6.06.015 Issuance of Operating Permit**

If the Chief of Police determines that the applicant is fit, willing and able to provide the public transportation and to conform to this article, he shall issue an operating permit stating the name and address of the applicant; otherwise, the application shall be denied.

### **Sec. 6.06.016 Suspension and revocation**

- (a) Upon the filing of a written complaint alleging a violation of any of the provisions of this article by a TNC driver or a TNC filed by any person with the chief of police, or upon the person's motion, the chief of police, after five days' notice of the grounds of such complaint to the TNC driver or owner or operators of the TNC against whom complaint is made, shall conduct an investigation and, where appropriate, hear evidence with reference to such complaint, and after such hearing, the chief of police may revoke or suspend the operating permit of such holder or require the TNC to revoke said TNC driver's access to its digital network or platform with good cause shown.
- (b) Due cause for the suspension or revocation of an operating permit will include, but not be limited to, the following:
  - (1) Failure of the operating permit holder to maintain any and all of the general qualifications applicable to the initial issuance of the permit as set forth in this title;
  - (2) Obtaining an operating permit by providing false information;
  - (3) Violating any ordinance of the city, the laws of the United States or of the state, the violation of which adversely affects the ability of holder to operate as a Transportation Network Company (TNC); or
  - (4) Violating any part of this article.
- (c) The holder shall have the right to appeal the suspension or revocation to the city council within ten business days of the notice of suspension or revocation. Such appeal will be submitted by delivering said notice of appeal to the city clerk setting forth the specific grounds for the appeal. The city council shall either hear the appeal or appoint a hearing officer to preside over the appeal hearing. Upon receiving such notice of appeal, the city council or hearing officer, as soon as practical thereafter, shall conduct a hearing at which the appealing party will be given an opportunity to present evidence and make argument on the holder's behalf. It shall be the burden of the appellant to establish that the decision of the chief of police is incorrect. The chief of police shall be entitled to present any information or evidence which would support the chief's decision. The formal rules of evidence do not apply to an appeal hearing under this section. The city council or hearing officer shall make its ruling on the basis of a preponderance of the evidence at the hearing.



- (d) The city council or hearing officer shall assess the evidence presented at the hearing and shall affirm, modify or reverse the decision of the chief of police. The decision of the city council or hearing officer is final.
- (e) If no appeal is taken from the ruling of the chief of police in the time and manner as provided in this title, the ruling of the chief of police shall be final.
- (f) Any person who continues to operate a TNC under a permit that has been suspended or revoked for any reason while the suspension or revocation is in effect shall be considered guilty of a misdemeanor and upon conviction thereof, shall be assessed a penalty accordingly. Every day's violation shall be considered to be a separate offense.

### **Division 3. Driver and Vehicle Requirements**

#### **Sec. 6.06.017 Driver background check required**

- (a) Prior to permitting an individual to act as a TNC driver on its digital platform, the TNC shall:
  - (1) Require the individual to submit an application to the TNC which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC;
  - (2) Conduct, or have a third party conduct, a local and national criminal background check for each TNC driver that shall include:
    - a. Multi-state/Multi-jurisdiction criminal records locator or other similar commercial nationwide database with validation (primary source search); and
    - b. National Sex Offender Registry database; and
  - (3) Obtain and review a driving history research report for such individual.
- (b) The TNC shall not permit an individual to act as a TNC driver on its digital platform who:
  - (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
  - (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or class B misdemeanor or higher theft, acts of violence, or acts of terror;
  - (3) Is a match in the National Sex Offender Registry database;
  - (4) Does not possess a valid driver's license;

- (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC services;
  - (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC services; or
  - (7) Is not at least 19 years of age.
- (c) Notification. In the event that a TNC becomes aware of a driver being involved in criminal conduct or driving violations or otherwise becomes ineligible to operate as a driver by virtue of no longer meeting the criteria listed above, the TNC shall immediately revoke the driver's ability to access the platform's application.

#### **Sec. 6.06.018 Vehicle safety and emissions**

The TNC shall require that any motor vehicle(s) that a TNC driver will use to provide TNC services meets the requirements set forth in V.T.C.A., Transportation Code, Ch. 547 for vehicle safety equipment and inspection.

### **Division 4. TNC and TNC Driver Insurance Requirements**

#### **Sec. 6.06.019 Insurance requirements**

- (a) The following automobile liability insurance requirements shall apply during the time that a TNC driver has logged into a TNC's digital network and is available to receive requests for transportation but not providing TNC services:
- (1) Automobile liability insurance that meets at least the minimum coverage requirements per section 601.072 (a-1) of the Texas Motor Vehicle Safety Responsibility Act.
  - (2) Automobile liability insurance in the amounts required in paragraph (1) of subsection (a) shall be maintained by a TNC and provide coverage in the event a participating driver's insurance policy under subsection (a)(1) excludes coverage according to its policy terms or does not provide coverage of at least the limits required in paragraph (1) of subsection (a).
- (b) The following automobile liability insurance requirements shall apply while a TNC driver is providing TNC services:
- (1) Provides primary automobile liability insurance that recognizes the TNC driver's provision of TNC services;
  - (2) Provides primary automobile liability insurance coverage of at least \$1,000,000.00 for death, personal injury and property damage;
  - (3) The coverage requirements of this subsection (b) may be satisfied by any of the following:
    - a. Automobile liability insurance maintained by the TNC driver; or
    - b. Automobile liability insurance maintained by the TNC; or
    - c. Any combination of subparagraphs (a) and (b).



- (c) In every instance where insurance maintained by a TNC driver to fulfill the insurance requirements of this section has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by a TNC shall provide the coverage required by this section beginning with the first dollar of a claim.
- (d) Insurance required by this section may be satisfied by an insurer authorized to do business in the state or with a surplus lines insurer eligible under V.T.C.A., Insurance Code, Ch. 981.

#### **Sec. 6.06.020 Disclosure requirements**

A TNC shall disclose in writing to TNC drivers, as part of its agreement with those drivers, the insurance coverage and limits of liability that the TNC provides while the driver uses a personal vehicle in connection with a TNC's online-enabled digital network. A TNC shall also disclose in writing to participating drivers, as part of its agreement with those drivers, that the driver's own automobile insurance policy might not provide coverage while the TNC driver uses a vehicle in connection with a TNC's digital network depending on its terms.

#### Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

#### Section 4.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

#### Section 5.

That any person who violates any provision of this ordinance shall, upon conviction, be punished, as provided in Section 1.01.009 of the Code or Ordinance of Beaumont, Texas.



PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of  
January, 2016.

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- Mayor Becky Ames -

January 12, 2016

Consider a resolution authorizing the award of a bid to LD Construction of Beaumont for the Eleventh Street Asphalt Resurfacing Project from Laurel Avenue to College Street

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**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Dr. Joseph Majdalani, P.E., Public Works Director

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution authorizing the award of a bid to LD Construction of Beaumont, Texas in the amount of \$955,488.53 for the Eleventh Street Asphalt Resurfacing Project from Laurel Avenue to College Street (Re-Bid).

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#### **BACKGROUND**

The section of Eleventh Street from Laurel Avenue to College Street is a heavily traveled, four (4) lane roadway, that has experienced numerous failures and after continual repair efforts now requires resurfacing to extend the life of the roadway.

On Thursday, July 16, 2015, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Three (3) bids were received as follows:

<b>Contractor</b>	<b>Location</b>	<b>Bid</b>
LD Construction	Beaumont, Texas	\$955,488.53
APAC	Beaumont, Texas	\$1,098,791.47
Allco	Beaumont, Texas	\$1,282,438.39

A total of 120 calendar days are allocated for the completion of the project. LD Construction is a Certified MBE/HUB company.

#### **FUNDING SOURCE**

Capital Program – Street Rehabilitation Program.

#### **RECOMMENDATION**

Approval of resolution.



**Section 0210  
BID TABULATION**

For Eleventh Street Asphalt Resurfacing Project From Laurel Avenue to College Street (Re-Bid)

page 1 of 1

For the City of Beaumont, Texas

Spec. No.	Item No.	Estimated Quantity	Unit	Description	Allco		APAC		LD Construction	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
340	2001	29,997.45	SY	2" TY D ASPH CONC SURFACE COURSE	\$ 12.00	\$ 359,969.40	\$ 10.70	\$ 320,972.72	\$ 9.40	\$ 281,976.03
340	2002	1,820.00	TON	1" TY F ASPH CONC LEVEL - UP	\$ 118.00	\$ 214,760.00	\$ 95.00	\$ 172,900.00	\$ 90.00	\$ 163,800.00
354	2021	30,731.00	SY	PLANE ASPH CONC PAV (3" TO 5")	\$ 8.00	\$ 245,848.00	\$ 3.10	\$ 95,266.10	\$ 5.50	\$ 169,020.50
361	2001	1,812.00	SY	FULL-DEPTH CONC PAV REPAIR W/ ASB	\$ 175.52	\$ 318,042.24	\$ 182.00	\$ 329,784.00	\$ 125.00	\$ 226,500.00
500	2001	1	LS	MOBILIZATION	\$ 32,500.00	\$ 32,500.00	\$ 75,690.00	\$ 75,690.00	\$ 48,000.00	\$ 48,000.00
502	2001	4	MON	BARRICADES SIGNS AND TRAFFIC HANDLING	\$ 8,000.00	\$ 32,000.00	\$ 9,600.00	\$ 38,400.00	\$ 2,200.00	\$ 8,800.00
529	2002	408	LF	CONCRETE CURB REPLACEMENT (NO GUTTER)	\$ 46.00	\$ 18,768.00	\$ 62.00	\$ 25,296.00	\$ 50.00	\$ 20,400.00
529	2007	3	LF	CONCRETE CURB REPLACEMENT (WITH GUTTER)	\$ 390.00	\$ 1,170.00	\$ 400.00	\$ 1,200.00	\$ 150.00	\$ 450.00
712	2001	18,271	LF	JOINT SEAL	\$ 3.25	\$ 59,380.75	\$ 2.15	\$ 39,282.65	\$ 2.00	\$ 36,542.00

**Total Estimated Construction Cost**

\$ 1,282,438.39

\$ 1,098,791.47

\$ 955,488.53

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the Eleventh Street Asphalt Resurfacing Project to include all labor, materials, equipment and supplies to provide an asphalt overlay of Eleventh Street from Laurel Avenue to College Street; and,

WHEREAS, LD Construction, of Beaumont, Texas, submitted a bid in the amount of \$955,488.53; and,

WHEREAS, City Council is of the opinion that the bid submitted by LD Construction, of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by LD Construction, of Beaumont, Texas, in the amount of \$955,488.53 for a contract for the Eleventh Street Asphalt Resurfacing Project from Laurel Avenue to College Street be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with LD Construction, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -

January 12, 2016

Consider a resolution approving the award of a contract to Gulf Coast L & L and Garden of Gethsemane Nursery & Landscaping for grounds maintenance and litter removal on the City parks and street triangles

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# BEAUMONT

TEXAS

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Laura Clark, Chief Financial Officer

**MEETING DATE:** January 12, 2016

**REQUESTED ACTION:** Council consider a resolution approving the award of a contract to Gulf Coast L & L in the amount of \$100,140 and Garden of Gethsemane Nursery & Landscaping in the amount of \$190,746 for grounds maintenance and litter removal on the City parks and street triangles.

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## BACKGROUND

This contract is divided into four (4) sections and provides for grounds maintenance for neighborhood parks and street triangles throughout the City. The contract is for one (1) year with the option of two (2) extensions of one (1) year each. The contract provides for mowing, trimming, trash removal, maintenance of landscaping plant materials and other functions. Maintenance takes place on a weekly basis during growing season and bi-weekly during non-growing season for the parks, and bi-weekly and monthly for the triangles.

Gulf Coast L & L of Beaumont was the low qualified bidder for Sections I, II, and III but chose to only contract Sections I and II. Garden of Gethsemane Nursery & Landscaping of Beaumont is the qualified low bidder on Section IV and the next qualified low bidder on Section III and chose to contract both sections. Lists of parks and triangle locations are attached.

The current contract with Garden of Gethsemane for all four (4) sections was awarded at a total annual cost of \$217,002. The new contract will add Klein Park, Colliers Ferry Park, the New Public Health Department, Best Years Center, and various triangles to the list that are not on the current contract. Bids were requested from twelve (12) vendors with four (4) responding.

The bid tab is attached.

## FUNDING SOURCE

General Fund.

## RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for a one (1) year contract with annual renewal options not to exceed two (2) renewals for grounds maintenance and litter removal for City parks and street triangles; and,

WHEREAS, Gulf Coast L&L, of Beaumont, Texas, submitted a bid for an estimated amount of \$100,140 as shown on Exhibit "A" for Sections I and II properties listed in Exhibit "B," attached hereto; and,

WHEREAS, Garden of Gethsemane Nursery and Landscaping, of Beaumont, Texas, submitted a bid for an estimated amount of \$190,746 as shown on Exhibit "A" for Sections III and IV properties listed in Exhibit "B," attached hereto; and,

WHEREAS, City Council is of the opinion that the bids submitted by Gulf Coast L & L, of Beaumont, Texas and Garden of Gethsemane Nursery and Landscaping, of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

That the bids submitted by Gulf Coast L&L, of Beaumont, Texas, for Sections I and II and by Garden of Gethsemane Nursery and Landscaping, of Beaumont, Texas, for Sections II and IV for a one (1) year contract with annual renewal options not to exceed two (2) renewals for grounds maintenance and litter removal for City parks and street triangles mowing developed vacant city-owned and abandoned properties in the

estimated amounts shown on Exhibit "A" and for the properties listed in Exhibit "B" be accepted by the City of Beaumont.

THAT the City Manager be and he is hereby authorized to execute contracts with Gulf Coast L&L, of Beaumont, Texas, and Garden of Gethsemane Nursery and Landscaping, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of January, 2016.

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- Mayor Becky Ames -



**Bid Name:** Annual Contract For Grounds Maintenance of the City Parks and Triangles,  
Beaumont, Texas

**Bid Number:** TF1016-01

**Bid Opening:** Thursday, December 3, 2015 @ 2:00 P.M.

**Contact Person:** Terry Welch, Buyer III  
[twelch@ci.beaumont.tx.us](mailto:twelch@ci.beaumont.tx.us)  
Phone: 409-880-3107

VENDOR CITY, STATE FAX NUMBER CONTACT	Gulf Coast L & L Beaumont, Tx 77707 <a href="mailto:josh@gcllservice.com">josh@gcllservice.com</a> Josh Grammer	Garden of Gethsemane Nursery & Landscaping Beaumont, Tx 77705 813-2553 Michael Alfred	Yardboy Lawncare Service Beaumont, Tx 77701 833-7980 Perry Gregory	Olguin Brothers Beaumont, Tx 77705 840-6323 Zenon Olguin
SECTION	TOTAL SECTION PRICE	TOTAL SECTION PRICE	TOTAL SECTION PRICE	TOTAL SECTION PRICE
I	\$64,395.00	\$83,160.00	\$138,900.00	\$98,640.00
II	\$35,745.00	\$41,445.00	\$55,125.00	\$50,010.00
III	\$86,277.00	\$122,688.00	\$274,965.00	\$143,670.00
IV Part I	\$69,375.00	\$62,208.00	\$94,485.00	\$70,770.00
Section IV part 2 New Public Health DepartmentDail Trash Pickup 5 days per week	\$9,100.00	\$5,850.00	\$2,600.00	\$7,800.00

Sections I and II to be awarded to Gulf Coast L & L and Sections III and IV parts 1  
and 2 awarded to Garden of Gethsemane Nursury & Landscaping

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## TECHNICAL SPECIFICATIONS

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### A. DEFINITIONS

#### 1. GROUNDS MAINTENANCE WORK AREAS

SECTION I		
LOCATION	ADDRESS	ACREAGE
<b>PARKS:</b>		
Combest Park	3395 Blackmon Lane	2.80
Gilbert Park	2813 Calder	2.07
Guseman Park	8150 Park North Drive	2.70
Halbouty Park	5780 Gober	6.04
Ida Reed Park	2348 Louisiana	2.25
Klein Park	6530 N. Major Drive	11.81
Lefler Park	6755 Comstock Road	45.36
Wuthering Heights Park	3650 Delaware	19.95
<b>TRIANGLES:</b>		
800 Ascot Triangle		.12
500 Jay @ Hooks Triangle		.06
400 Jay @ Kohler Triangle		.44
1200 Oakcrest Triangle		.033
<b>TOTAL SECTION I:</b>		<b>93.63</b>
<b>ACREAGE – PARKS AND TRIANGLES</b>		

Grounds Maintenance and Litter Removal

January 12, 2016

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SECTION II		
LOCATION	ADDRESS	ACREAGE
<b>PARKS:</b>		
Caldwood Park	250 E. Caldwood	2.50
Forest Park	380 Potter	2.50
Perlstein Park	8900 Landis	9.32
Rogers Park	1455 Dowlen Road	15.49
<b>TRIANGLES:</b>		
5600 Calder R.O.W. Entrance		.11
100 Central Caldwood Triangle		.17
100 E. Caldwood Triangle		.55
100 N. Caldwood Triangle		.33
100 W. Caldwood Triangle		.23
100 W. Circuit Triangle		.02
400 Blk. S. Caldwood Triangle		.37
200 Cross Triangle West		.41
700 Rankin Triangle		.14
<b>TOTAL SECTION II: ACREAGE – PARKS AND TRIANGLES</b>		<b>32.14</b>



Grounds Maintenance and Litter Removal

January 12, 2016

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SECTION III		
LOCATION	ADDRESS	ACREAGE
<b>PARKS:</b>		
Babe Zaharias Park & Museum Grounds	1750 IH 10 E	26.97
Charlton Pollard Park	2025 Sabine Pass	3.54
Collier's Ferry Park	5390 Pine Street	1.59 Finished Mow 5.81 Tractor Mow
Cottonwood Park	200 Cottonwood	2.58
Fletcher Mini Park	1090 Avenue C.	.20
Jacobs Park	2320 Jacobs	.50
Magnolia Park * (Includes grounds surrounding Sterling Pruitt Activity Center)  * Commercial trash containers on Park grounds.	2855 Magnolia	16.85
Martin Luther King, Jr. Park	MLK Pkwy & College St.	3.3
Pine Street Park	3410 Pine St.	8.64
PipkinPatriot Park	1350 Pennsylvania	4.91
Roberts Park	2755 Avenue C.	2.07
Wiess Park	255 Magnolia	2.76
<b>TRIANGLES:</b>		
2800 Arthur Triangle		.18
1600 Avenue C. Triangle		.14
1500 Burt @ Carroll Triangle		.25
1200 Joachim @ Blanchette Triangle		.14
4000 East Lynwood Triangle		.17
2400 West Lynwood Triangle		.17
Pecos Blvd.		.64
1900 Royal @ Avenue F Triangle		.006
2100 Royal @ Avenue G Triangle		.14
<b>TOTAL SECTION III: ACREAGE – PARKS AND TRIANGLES</b>		<b>81.56</b>

SECTION IV		
LOCATION	ADDRESS	ACREAGE
<b>PARKS:</b>		
Alice Keith Park	4050 Reed	14.14
Best Years Center	780 S. 4 <sup>TH</sup> Street	2.0
Central Park	640 Fourth	9.83
Chaison Park	1305 Harriot	2.1
Liberia Park	2305 Ollie	4.25
McLean Park	2255 Pecos	2.75
New Public Health Department	3040 College St	.71
Sprott Park (Includes turf area between ditch and street.)	4325 Usan	10
<b>TRIANGLES:</b>		
800 8th St. Triangle		.10
Fannett & 11 <sup>th</sup> St. Triangle		.25
700 Harriot @ Kenneth Triangle		.006
Highland @ Irving Triangle/ Island		2.0
Laurel @ Highland Triangle /Island		1.6
1500 Pipkin Triangle		.04
1700 Sarah @ Bob Triangle		.014
<b>TOTAL SECTION IV:</b>		<b>49.79</b>
<b>ACREAGE – PARKS AND TRIANGLES</b>		

# **WORK SESSION**

- \* Review and discuss the possibility of constructing a boardwalk at Cattail Marsh